

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL  
LEAGUE PLAYERS' CONCUSSION  
INJURY LITIGATION

No. 12-md-2323 (AB)

MDL No. 2323

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**THIS DOCUMENT RELATES TO:**

**Plaintiffs' Master Administrative Long  
Form Complaint and:**

**BEN UTECHT, Only**  
**v. National Football League, *et al.*,**  
**No. 12-cv-4180-AB (E.D.P.A.)**

**DECLARATION OF  
BEN UTECHT**

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Pursuant to 28 U.S.C. § 1746, Ben Utecht declares as follows:

1. I retained Scott Hillstrom as my personal business lawyer.
2. Mr. Hillstrom did not represent me in my grievance with the NFL. Rather, in that matter, I was represented by litigation counsel for the NFLPA in the arbitration.
3. Mr. Hillstrom has declined to represent me in the NFL concussion litigation pending before this Court (case no. 12-md-2323 (AB)) because, as he advised me, he is inexperienced in personal injury and class action litigation.
4. I invested significant efforts early in the class action case considering what law firm to hire to represent me as a member of the class and also to represent me, individually, in the event I seek a Monetary Award under the Settlement Agreement. I chose Sol Weiss and Anapol Schwartz based on the recommendation of a leading law firm in Minneapolis, where I reside, because Mr. Weiss was described as a national leader in the litigation with

exceedingly strong experience in personal injury law, class action law, and in this particular class action lawsuit.

5. On July 17, 2012 I entered into a *Contingent Fee Agreement/Power of Attorney* with Mr. Weiss and Anapol Schwartz law to represent me in the NFL concussion litigation pending before the Court (case no. 12-md-2323 (AB)). A true and correct copy of this agreement is appended to my *Opposition to Motion to for Leave to Withdraw as Counsel for Plaintiff Ben Utecht* dated November 4, 2014 as Exhibit A.
6. Since then, I have relied upon Mr. Weiss' advice. I even decided not to opt out of the Settlement Agreement in spite of my objections based on Mr. Weiss' advice.
7. I objected to the Settlement Agreement because I am highly sensitive to the risk that the reserves promised to pay awards of younger Plaintiffs like myself might not, in fact, be available and I hope that this problem will be rectified before the Settlement Agreement is finally approved. I hope that my objections will facilitate improvements in the Settlement Agreement—particularly to guarantee that funds sufficient to pay claims really will be sufficient as promised.
8. But win or lose, I declined to opt out of the Settlement Agreement in reliance upon Mr. Weiss' advice and also upon my contract for representation by Mr. Weiss and Anapol Schwartz. I strongly insist that I have representation by Mr. Weiss and Anapol Schwartz going forward.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 31, 2014

  
Ben Utecht